

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 16		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 18		3. EFFECTIVE DATE August 29, 2006		4. REQUISITION/PURCHASE REQ. NO. See Page 2		5. PROJECT NO. (If applicable)	
6. ISSUED BY PS21 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS21-MDP		7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS21-MDP/Kimberly S. Carson 256-544-0609 Kimberly.S.Daniels@nasa.gov		CODE PS21-MDP	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. c/o 600 William Northern Blvd Sverdrup Technology, Inc. Tullahoma, TN 37388 MSFC Group 1525 Perimeter Parkway Suite 330 Huntsville, AL 35806				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C	
						10B. DATED (SEE ITEM 13) 09/28/2005	
CODE CAGE : 07486		VENDOR CODE 100028					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Limitations of Funds Clause 52.232-22 & FAR 43.103(a)(3), Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION					Total Contract Value	Total Funding Allotted
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee		
Previous	\$76,788,840	\$4,268,805	\$2,845,870	\$23,211,160	\$ 831,195	\$0	\$0	\$531,965	\$24,574,320	\$103,508,962
This Mod	0	0	0	0	(\$831,195)	\$ 778,175	0	0	(\$53,020)	\$ (103,122)
New Total	\$76,788,840	\$4,268,805	\$2,845,870	\$23,211,160	\$0	\$ 778,175	\$0	\$531,965	\$24,521,300	\$103,405,840

See Page 2 for Description

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) James M. Shelton Financial/Business Operations Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K. Davidson Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/ Original Signed by James M. Shelton (Signature of person authorized to sign)	15C. DATE SIGNED 08/29/2006	16B. UNITED STATES OF AMERICA BY /s/ Original Signed by Sherry K. Davidson (Signature of Contracting Officer)	16C. DATE SIGNED 08/29/2006

Description of Modification

1. The purpose of this modification is to revise clause B.2 **ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE** by providing performance fee for the period of October 15, 2005 through March 31, 2006 and to revise Clause B.4 **CONTRACT FUNDING** by de-obligating funding pursuant to FAR 52.232-22 Limitations of Funds Clause & FAR 43.103(a)(3), Mutual Agreement. The foregoing action is implemented by the inclusion of the following changes.
 - (a) Clause B.2, **ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE** shown in Mod 15 is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-2 (Mod 18), is substituted in lieu thereof.
 - (b) Clause B.4 **CONTRACT FUNDING**, funding is hereby decreased in the amount of \$103,508,962 from (\$103,122) to \$103,405,840. Clause B.4 shown in Mod 17 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 18), is substituted in lieu thereof.
2. The performance fee was processed in this modification for the contractor's evaluation period 1 dated October 15, 2005 – March 31, 2006. Of the total performance fee available, \$831,195 was applicable to this evaluation period. Based on the contractor's evaluation score of 93.62%, the contractor earned a performance fee of \$778,175 with \$53,020 in unearned performance fee. The total contract value decreased in the amount of \$53,020 from \$24,574,320 to \$24,521,300.
3. The contract de-obligation was per Gloria Carr's requests dated August 24 & 25, 2006. The de-obligation also removes performance fee of \$2,424 and award fee of \$1,616 from the contract.
4. The preceding paragraph(s) has/have been modified. Slip sheets to the contract are provided with sidebars indicating change.
5. All other terms and conditions remain unchanged.

Purchase Request No./Accounting & Appropriation Data

<u>PR</u>	<u>WBS ELEMENT</u>	<u>COST CENTER</u>	<u>FUND</u>	<u>AMOUNT</u>
-		-	-	-
4200171398	522632.08.01.01	62ER43	EXCX22006D	-\$55,000
4200171537	197009.10.02.01.06	62EV31	EXCX22006D	-\$48,122
			TOTAL	-\$103,122

B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE

- (a) The estimated cost of this contract is \$ See Below*. The maximum potential performance fee is \$ See Below*. The maximum potential award fee is \$ See Below*. Total estimated cost, maximum potential performance fee, and maximum potential award fee are \$ See Below*.

**In accordance with Clause H.5, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.*

- (b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

Contract	***	Maximum	Total	Maximum	Total	Total
Period	Total	Potential Performance	Performance	Potential Award	Award	Task
<u>Covered</u>	<u>Estimated Cost</u>	<u>Fee (60%)</u>	<u>Fee Earned</u>	<u>Fee (40%)</u>	<u>Fee Earned</u>	<u>Order Value</u>
Base Year**						
10/15/2006 – 03/31/2006	\$23,211,160	\$0	\$778,175	\$0	\$531,965	\$24,521,300
04/01/2006 – 09/29/2006						
Option 1****						
Fee Period 3						
Option 2****						
Fee Period 4						
Option 3****						
Fee Period 5						
Option 4****						
Fee Period 6						
TOTALS	\$23,211,160	\$0	\$778,175	\$0	\$531,965	\$24,521,300

** = 6 month evaluation periods

*** = Includes cost associated with PWS 1.1.

**** = 12 month evaluation periods

(End of clause)

- (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
- (4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.
- (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$99,348,748. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 29, 2006.
- (b) An additional amount of \$4,057,092 is obligated under this contract for payment of fees.
- (c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	\$99,447,830	(\$99,082)	\$99,348,748
Prov. Performance Fee:	\$2,436,679	(\$780,599)	\$1,656,080
Prov. Award Fee:	\$1,092,488	(\$1,616)	\$1,090,872
Earned Performance Fee:	\$0	\$ 778,175	\$778,175
Earned Award Fee:	\$531,965	\$ 0	\$531,965
Total Sum Allotted:	\$103,508,962	(\$103,122)	\$103,405,840

(End of Clause)